

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
1.	Sections H, L and M	Key personnel	L-17, H-64, M-2	RFP sections L.14(a) and M.2: These sections state that the, "Business Manager is responsible for environmental and regulatory compliance, performance assessments, and NDAA Section 3116 compliance." However, model contract section H.43 states that the ESH&Q Manager is "responsible for environmental and regulatory compliance, performance assessments, and NDAA 3116 compliance." Would DOE please clarify this conflict?	The RFP will be amended (Amendment 002) to reflect the removal of the following language: "Manager responsible for environmental and regulatory compliance, performance assessments, and NDAA Section 3116 compliance", from RFP Sections H.43, L.14 and M.2.
2.	Section B.5	B.5 Task Order Fee/Profit Ceiling	B-3	Model contract section B.5: There is a 10% cap placed on CPIF task orders. Model contracts from recent procurements have not placed similar caps on CPIF task orders and IMCC work activities seem to have similar if not more significant risk than these contracts. Higher fees on incentive contracts encourage efficiency, innovation and similar program objectives delineated in the PWS objectives and EM's recently issued vision. We ask that DOE consider allowing fees up to the 15% maximum to align with these objectives.	The cited clause allows for a target fee of up to 10% and a total fee ceiling of up to 15% for CPIF Task Orders, which has been consistently included in all ESCM contracts. The contractor can achieve fee above the target fee with efficient cost performance under negotiated Task Orders.
3.	Section B.6	B.6 Funding profile	B-4	Model contract section B.6: Funding totals for table B-2 in FY24 to FY35 only include the sum of the bottom 2 values. We assume that the totals should be for the entire funding shown in the rows above the total. Is this assumption correct?	The RFP will be amended (Amendment 002) to include a revised funding table.
4.	Section B.6	B.6 Funding profile	B-4	Model contract section B.6: The funding shown under PBS 14C represents a significant increase over the current contract value, including the addition of SWPF, while the statement of work seems to align with the current ongoing work. In addition, DOE states "There is no commitment by DOE to request funds equivalent to this assumed funding". Can DOE clarify if size, scope and complexity of past performance projects, in terms of contract values, will be compared to this estimated funding profile?	The size, scope and complexity of past projects, in terms of contract values will not be compared to the estimated funding profile. Amendment 002 will provide clarification as to how the contract values will be compared in terms of contract values.
5.	Section B.9	Provisional Fee	B-9	Model contract section B.11(i): this paragraph provides that "the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at an equal prorated percentage amount of up to 50 percent of the target and/or available fee for the Task Order,..." <b>Comment/Question:</b> We believe that provisional fees should be paid for as defined in the Task Order and not subject to withholding. Normal contract retainage is 15% or \$100,000, whichever is less. As a result, we respectfully request that this paragraph be withdrawn. There is no risk to DOE in deleting this paragraph, because the provisions in (g)(2) state that DOE may deduct the amount of any (unreturned) provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other	The language in Section B.11(i) Provisional Payment of Fee is consistent with other End State contracts, including the Hanford Central Plateau Cleanup Contract, and allows for payment of provisional fee during Task Order performance, while avoiding overpayment of fee prior to final fee determinations. The normal retainage cited in the question is more closely related to Fixed Fee and contract closeout scenarios, whereas the language in B.11(i) is tied to CPIF and CPAF Task Orders.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
				obligation. With no letter of credit under the contract, this places additional restrictions on a contractors' cash flow that we feel believe avoidable.	
6.	Section C.1 Contract Transition	(j) Adoption of Programs, Procedures and Service Level Agreements	C-12	<p>Model contract section C.1 (PWS): This sections states, "To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent Liquid Waste Contractor's programs, procedures and Service Level Agreements at NTP (e.g. Documented Safety Analysis (DSA), Technical Safety Requirement (TSR)s, operating procedures, etc.), provided the Contractor has formally reviewed the programs, procedures and Service Level Agreements to ensure compliance with Contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities."</p> <p>We believe the NTP should be at the end of transition in lieu of initial NTP. Would DOE please verify?</p>	The RFP will be amended (Amendment 002) to reflect the revised Section C Language to state: "To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent Liquid Waste Contractor's programs, procedures and Memorandum of Agreement(s), Functional Service Agreement(s), and Service Level Agreements 90 days following NTP (e.g. Documented Safety Analysis (DSA), Technical Safety Requirement (TSR)s, operating procedures, etc.), provided the Contractor has formally reviewed the programs..."
7.	Section C.1 (k)	Graded approach	C-12	Model contract section C.1(k) (PWS): This section includes post transition phase requirements. For example, section C.1.(k) states, "the Contractor shall provide during Task Order 2...", " ...shall be provided during Task Order 3...", and statements adopting SLAs and interface agreements, but refers to changes that appear to be subsequent to the completion of the transition task order. RFP attachment L-9 defines that PWS section C.1 provides the detailed task 1 statement of work. Please verify that the items in C.1 that are identified as post transition period activities are not to be priced in the transition task order (task order 1).	Post Transition Activities shown in C.1 (k), are not to be priced in the Transition Task Order.
8.	Section C.1 (l)	Task Order Development during TO1/Transition	C: p.13 Att L-9: p.xi	RFP Section C.1 and Attachment L-9: This section (l) of the Transition PWS states that during transition, the contractor shall provide the CO with Task Order Proposals. Deliverable T01-0048 in L-9 (TO-1, Transition) also identifies "Task Order Proposals" as a deliverable to be specified by the CO. Would DOE confirm that development of additional task orders is to be considered a transition scope activity and estimated as part of the Transition Task Order? If confirmed, will DOE provide additional scope details for TO2 and TO3 so the contractor may better estimate the magnitude of this deliverable, including preparation, negotiation, and definitization?	<p>C.1.(l) During transition, the Contractor shall expediently provide the CO with Task Order proposals that are compliant with the Section H Clause entitled, Task Ordering Procedure. The CO will provide direction as applicable regarding these potential Task Orders and will establish time frames for submission of additional Task Order proposals.</p> <p>No additional detailed scope for TO2 and TO3 will be provided. Final versions for TO2 and TO3 will be provided during transition.</p>
9.	Section C.1 (m)	Training for the Workforce	C-13	Model contract C.1(m) (PWS): This section states that the contractor is required to train the workforce within 6 months of NTP. We believe the NTP should be at the end of transition in lieu of initial NTP. Would DOE please verify?	NTP will be provided before Transition begins.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
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10.	Section C.1 (m)	C.1 (m) Training for the Workforce	C-13	Model contract C.1(m) (PWS): Is there a deliverable for this training development transition scope? There does not appear to be a corresponding Task Order training plan deliverable in section L Attachment L-9, Section J-7 corresponding to this transition requirement.	The RFP will be amended (Amendment 002) to add the following Deliverable to Section J-7: “Provide DOE a schedule for completion of training that results in 100 percent of the workforce trained within 6 months of NTP.” and Section C.1 (m) has also been revised to include, “The Contractor shall...”
11.	Section C.2.2.4	Safety Basis Upgrade	C-29	Model contract C.2.2.4 (PWS): This section requests a plan for DSA/TSR revisions within 6 months of the Notice to Proceed. We believe the NTP should be at the end of transition in lieu of initial NTP. Would DOE please clarify?	NTP will be provided before Transition begins.
12.	Section C.5.1	Project Support Performance Requirements	C-34	Model contract C.5.1 (PWS): The last two paragraphs on page C-34 refer to Section C.5.1(a). There is no section C.5.1(a) in the PWS. Will DOE please clarify what section number is being referenced?	The RFP will be amended (Amendment 002) to reflect revised language in Section C to clarify this reference.
13.	Section G.5, G.7 and G.7	Invoicing	G-4	Model contract sections G.5, G.6 and G.7: As written, DOE intends to have the contractor invoice for incurred costs, making the contractor finance the work and not be reimbursed until 30 days after submission of an invoice – per section G.7(a). We believe that financing a \$21 billion contract places an unreasonable burden on the contractor and request that DOE use a Letter of Credit arrangement. This provides no risk for the government. Other recent RFPs provided for 14-day payment periods.	DOE will not be revising this clause to provide for a 14-day payment period, nor will a letter of credit be issued.
14.	Section G.5, G.7, G.7	Invoicing	G-4	Model contract sections G.5, G.6 and G.7: As written, DOE intends to have the contractor invoice for incurred costs, making the contractor finance the work and not be reimbursed until 30 days after submission of an invoice – per section G.7(a). Other recent RFPs provided for 14-day payment periods. Would DOE consider revising this clause for a 14-day payment period if a letter of credit is not available?	DOE will not consider revising this clause to provide for a 14-day payment period, nor will a letter of credit be issued.
15.	Section H.4	H.4 DOE-H-2001 Employee Compensation: Pay and Benefits	H-11	Model contract sections H.4(f) and H.4(g): Based on the red line version it appears that section H.4(g) should be "Basic Requirements." It appears that in formatting that the last numbered paragraph in section H.4(f) merged with section H.4(g). Would DOE please verify that the formatting in these sections?	The RFP will be amended (Amendment 002) to reflect the corrected formatting for H.4(f) and H.4(g).
16.	Section L.14	Key Personnel Team	L-19	RFP section L.14(d)(ii): In the final RFP, DOE modified section M.2(c)(ii) text to add "and good faith negotiations" to the evaluation criteria. The corresponding text in section L.14(d)(ii) was not modified. Will DOE please add "and good faith negotiations" to L.14(d)(ii) so that sections L and M align?	The RFP will be amended (Amendment 002) will revise Section L.14 and Attachment L-2 to add, “good-faith negotiations” for consistency with Section M.

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SOLICITATION NO. 89303319REM000055

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17.	Section L.14	List of DOE contracts	L-24	RFP section L.14(j): This section requires a list of contracts held by the offeror and offeror affiliates for which an L-3 form is submitted (including within LLC arrangements). We assume that "including within LLC arrangements" means that contracts in which the LLC member is also a member of another LLC should be listed. Is this interpretation correct?	Yes, contracts in which the LLC member is also a member of another LLC should be listed in the List of DOE Contracts.
18.	Section L.5 and Attachment L-6	Fully Burdened Labor Rates and Estimated Prime Contractor's DPLH for October 1, 2021 through September 30, 2022	L-27 & L-28	RFP section L.17(b)(5) and Attachment L-6(f): The L.17(b)(5) instructions establish the requirement to propose fully burdened labor rates and use those rates to compute a total labor cost for the first year of the contract i.e., FY 2022. The instructions also provide historical FY 2020 direct labor rates in Attachment L-6(f). Since the RFP requires the computation of FY 2022 labor costs, should escalation be applied to the FY 2020 historical rates to bring them into an FY 2022 base year if Offerors chose to use the rates provided by DOE? If so, will DOE specify an escalation rate to be used, or should offerors determine their own escalation rates? To the extent escalation should be applied to the DOE provided labor rates, the L-6 attachments do not appear designed to include application of escalation in a transparent manner.	The RFP will be amended (Amendment 002) to provide anticipated base labor rates that will be updated for FY 2022.
19.	Section L, Attachment L-3	Past Performance Reference Information Form	page 3	RFP Attachment L-3: At the end of the form, it is stated, "Note: The Offeror may amend the format for Attachment L-3, Past Performance Reference Information Form, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed." Will the Government allow the Offeror to remove the instructional text from the L-3 Form?	No, the Government will not allow the Offeror to remove the instructional text from the L-3 Form.
20.	Section L, Attachment L-6	Base Labor Rates	page 1	RFP Attachment L-6(f): The column heading for the labor rates on Attachment L-6(f) is entitled "Prime Contractor Fully Burdened Hourly Rate". The rates shown would appear to be base labor rates only, i.e., not fully burdened. Can DOE clarify whether the rates shown are only the base rates or are they in fact fully burdened?	The RFP will be amended (Amendment 002) to revise the reference from “Fully Burdened Hourly Rate” to “Historically Based Hourly Rate.”
21.	Section L.14 and M.2	Key Personnel	M-2	RFP section M.2(a) On page L-18, section L.14(a)(1) requires bidders to provide the rationale for selection of non-required key personnel positions: why the positions are essential to the successful performance of the entire Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS. Section M.2(a) contains no mention of evaluating why non-required key personnel positions are essential for the optimal team for execution of the Master IDIQ PWS. How is this part of the section L requirement to be evaluated?	RFP Section M.2 (a) states, Key Personnel. “DOE will evaluate the proposed required Program Manager, Operations Manager, Engineering Manager, ESH&Q Manager, Business Manager and other proposed key personnel along with the Offeror’s rationale for selecting the proposed non-required key personnel positions and why the positions are essential to the successful performance of the entire IDIQ PWS” (do not include any key positions for PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities). DOE will evaluate the key personnel team make-up that demonstrates the elements in paragraph (c) below. DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

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22.	Section C.1	Contract Transition	C-9, C-10	C.1 (2nd paragraph) workforce transition refers to Clauses H.2 - H.6, while later in C.1(b), Implementation of Human Resources Management Requirements, refer to Clauses H.3 through H.7. Please clarify the inconsistency.	The RFP will be amended (Amendment 002) to revise the second reference to H.3-H.7 in this section to the correct reference, which is H.2 – H.6.
23.	Section J, J-12 (TO2 Implementation Period) & J-13 (TO3 1 Yr. LW Program Operations)	TO2 Implementation Period/TO3 1 Yr LW Program Operations	2	TO2, Implementation Period, Section C, states that the implementation period represents 120-day period immediately following the transition period; and, TO3, 1 Yr LW Program Operations, Section C, states that the <u>period of performance is the first 12 months of the contract period of performance</u> , which we interpret is immediately after transition. Both TOs cover much of the same PWS scope, so request that DOE clarify the period of performances for TO2 and TO3 (e.g., TO2 is the 120-day period immediately following transition, and TO3 follows the TO2 period for the following 12 months of LW Program operations).	These are sequential Task Orders. Task Order 2 is a 120-day period immediately following the estimated ninety (90) day transition period. Task Order 3 will follow Task Order 2.
24.	Section L; L-6 Worksheet	SRS IMCC Final RFP Section L L-6 Pricing Worksheets	49; Separate file	L-6(f) The title in Cell A4 of this worksheet is labeled: "Base Labor Rates" and the title in Cell B6 of this worksheet is labeled: "Prime Contractor Fully Burdened Hourly Rate". <b>QUESTION:</b> Are the rates in column B Fully Burdened Hourly Rates or Base Labor Rates?	The RFP will be amended (Amendment 002) to revise the reference from “Fully Burdened Hourly Rate” to “Historically Based Hourly Rate.”
25.	Section L; Attachment L-9; Section J-7	Contract Transition Task Order; Section J-7 Contract Deliverables	6	Deliverable TO1-0030 "Wall-to-Wall Physical Contractor Controlled Inventory Report": In the Contract, Section/Requirement column, it states: "C.1 Contract Transition, C.6, Personal Property Management Program". <b>COMMENT:</b> C.6 in the Final RFP is ESH&Q not Personal Property Management Program. C.7 is Personal Property Management. <b>QUESTION:</b> Will the contract section/requirement be updated to be C.7?	The RFP will be amended (Amendment 002) to revise TO1-0030 Deliverable to the correct reference, which is C.7.
26.	Section L; Attachment L-9; Section J-7	Contract Transition Task Order; Section J-7 Contract Deliverables	6	Deliverable TO1-0031 "Proposed WBS numbering scheme and WBS dictionary": In the Contract Section/Requirement column, it states: "C.5.2 Scheduling". <b>QUESTION:</b> C.5.2 in the Final RFP is not Scheduling. C.5.4 is Scheduling. Will the contract section/requirement be updated to be C.5.4?	The RFP will be amended (Amendment 002) to revise Deliverable T01-0031 to the correct reference, which is C.5.4. Scheduling.
27.	Section L.14(a) and M.2(a)	Additional Key Personnel Positions	L-18/M-2	The final RFP removed the sentence "Therefore, the Offeror may propose additional Key Personnel if desired" from Section L.14(a) paragraph 2. In Section M.2(a), evaluation criteria, it states "...and other proposed key personnel along with the Offeror’s rationale for selecting the proposed non-required key personnel positions..." Please confirm that Offerors may propose non-required key personnel positions in addition to those listed in Section L.14(a).	As stated in Sections L.14 Proposal Preparation Instructions, Volume II – Key Personnel (a), the Offeror may propose additional key personnel positions in addition to those listed as required in Section L.14(a).

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

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28.	Section L.15.B, C.3 and M.2	DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance	L-22/C-33/M-2	<p>In the Final RFP the government <u>removed</u> the following from Section L.15 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance paragraph B, “(do not include reference contracts that reference the work scope, identified in PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities).” However, Section C.3 of the Scope still notes that the scope and regulatory requirements for this scope item are undergoing review. Additionally, in Section M.2(a), Evaluation Factor - Key Personnel states "(do not include any key positions for PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities)" which may lead to the conclusion that PWS Section C.3 should not be included in past performance.</p> <p>Can the government please confirm whether or not they would like offerors to include discussion of this scope element (Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities) in the Past Performance section of our proposal?</p>	Offerors shall provide Past Performance information concerning PWS Section C.3 Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities.
29.	Section L.14(d) Attachment L-2 and M.2(d)	Key Personnel Team elements to demonstrate	L-19, L-37, M-3	<p>Section L states that criteria (ii) is "Experience at partnering with client(s) that achieved . . ." Section M states that criteria (ii) is "Experience at partnering and good-faith negotiations with client(s) that achieved."</p> <p>Please confirm if the criteria should include "and good-faith negotiations."</p>	The RFP will be amended (Amendment 002) to revise Section L.14 and Attachment L-2 to add, “good-faith negotiations” for consistency with Section M.
30.	Section J Attachments J-12 and J-13	Task Order 2: Implementation Period – Liquid Waste Request for Task Order Proposal (RTP); and Task Order 3: One Year - Liquid Waste Program Operations	Attachment J-12 and J-13	<p>There are inconsistencies between the task orders – J-12 and J-13 and their references back to the master IDIQ SOW:</p> <ul style="list-style-type: none"> <li>•Both list C.4 as Section C.4, Maintenance Mockup Facility (Bldg. 717-F), is incorporated by reference... but in the Master IDIIQ SOW, C.4 is reserved.</li> <li>•There are a few minor inconsistencies in some of the support elements too. C.14 by in J-12 and J-13 is limited to Internal Audit, where in the SOW it’s called Business Support Functions and includes other activities.</li> <li>•J-12 and J-13 refer to C.15 – and it doesn’t exist in the Master IDIQ SOW</li> </ul> <p>Please clarify.</p>	The RFP will be amended (Amendment 002) to correct the inconsistencies between the task orders – J-12 and J-13 and their references back to the master IDIQ PWS.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
31.	Section L.14(c)(4) and M.2(d)	L.14 Proposal Preparation Instructions, Volume II - Key Personnel	L-20/M-3	<p>In L.14(c)(4) states: Each Offeror will be notified within 5 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral problem scenario(s) and oral interview. The oral problem scenario(s) and oral interview will commence within approximately 15 working days after the proposal submission deadline.</p> <p>Our primary concern is the safety of all of those involved and believe this is DOE’s priority - as demonstrated by the virtual format. Informed by our work on the SRS IMCC procurement, we have concluded that in order to demonstrate “leadership, teamwork, communications, ....and problem-solving capabilities both individually and as a team” per M.2(d), our key personnel must meet together. We found the technology platforms too restrictive to convey our team’s capabilities and presented risk on the day of the oral presentations. Resultantly, we are real-time preparing for SRS IMCC virtual presentations in a safe manner, and after this process may have additional comments. It is difficult to predict if a resurgence of the virus will alter travel and meeting restrictions in the future.</p> <p>To appropriately implement COVID-19 safety precautions (e.g., COVID-19 testing and quarantining as required) for key personnel working together on the oral problem scenario and oral interview, we request that DOE revise the second sentence of this section to read as follows: "The oral problem scenario and oral interview will commence approximately 30 calendar days from the offeror's notification of such by DOE."</p>	The RFP will be amended (Amendment 002) to reflect revisions to the period for notification and commencement of the oral presentations.
32.	Section L.17(h), L.10(c)(4)(i) and L.10(f)(5)	Proposal Preparation Instructions, Volume III - Cost and Fee Proposal/L-10 Proposal Preparation Instructions - General	L-29/L-4/L-7	In L.17(h), Responsibility Determination and Financial Capability, the Financial Statements and annual reports, are to be included in the electronic submission and the signed original only and not included in the additional paper copies per L.10(c)(4)(i). L.10(f)(5) states that all pages must be sequentially numbered by volume. We request that the financial statements and annual reports be allowed to be submitted as an Appendix, not sequentially numbered with the rest of the volume, to allow these large documents to be finalized and printed before the rest of the volume is complete.	The RFP will be amended (Amendment 002) to reflect that Financial Statements and Annual Reports can be submitted as Appendixes and are not required to be sequentially numbered.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

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33.	Section L.14(b), L.14(d), Attachment L-2, M.2(b) and M.2(c)	Key Personnel Team Key Personnel Standard Resume Format	L-18, L-19, L-37, M-2, M-3	<p>Concerning the five elements for key personnel experience discussed in Sections L.14 (d), Attachment L-2, and M.2(c) ["(i) Recent and relevant management experience..., (ii) Experience at partnering with client(s)..., (iii) Experience in developing innovative approaches..., (iv) Experience in successful regulatory interactions..., and (v) Experience in realization of significant cost savings...], these elements are required by Section L.14(d) and are evaluated in Section M.2(c) to be described within the five pages allocated for Factor 1, Key Personnel. For resumes, they are not required to be addressed per Section L.14(b), but they are required in Attachment L-2, Key Personnel Standard Resume Format. However, Section M.2(b) does not provide language as to how these criteria would be evaluated in the resumes.</p> <p><b>Question:</b> Section M.2(c) states that DOE does not expect that each key person will demonstrate all of these elements individually, but that the key personnel team should demonstrate all of them collectively. Would the government consider removing the requirement to address these elements a second time in the Key Personnel resumes? This would enable the government to evaluate the criteria collectively based on information in the Key Personnel section without having to search through each resume to determine the answer. If not, please provide information in Section M.2(b) regarding how the five elements will be evaluated in the resumes.</p>	<p>The Government will not consider removing the requirement to address these elements a second time in the Key Personnel resumes.</p> <p>The resumes will be evaluated in accordance with Section M.2 as stated on the RFP.</p>
34.	Section C.2.2.4, C.6.10 and H.69(C)	Nuclear Safety Responsibilities	C-29-30, C-48, H-82	The final RFP deleted Section C.6.10, Nuclear Safety, which was included in the draft; added H.69(c) Nuclear Safety, which was not in the draft; and retained section C.2.2.4 Safety Basis Upgrade, which was revised from the draft. The deletion of C.6.10 leaves it unclear as to the overall responsibilities of the IMCC contractor with respect to nuclear safety, such as preparing and maintaining Nuclear Safety bases, including maintaining configuration of existing DSA/TSRs, annual updates, the USQ program and other related activities required by 10CFR830, subpart B. Will DOE please clarify IMCC contractor responsibilities and requirements with respect to the scope of nuclear safety?	The RFP will be amended (Amendment 002) as Section C.6.2. Nuclear Safety Management has been added to Section C which clarifies contractor responsibilities and requirements with respect to the scope of nuclear safety.
35.	Section L.16	Proposal Preparation Instructions - Management Approach	L-25-L-26	L.16 Proposal Preparation Instructions, Volume II – Management Approach includes substantial additional requirements beyond those of previous EM end-state solicitations, such as the recent Idaho Cleanup Project. In particular, the RFP adds requirements for the Offeror to “fully describe its management approach to include available capabilities, teaming/organizational structure, and roles and responsibilities.” Will DOE please increase the total pages	DOE will not increase the page limitation. DOE has determined the 15 pages allowed for the Management Approach factor to be sufficient.



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SOLICITATION NO. 89303319REM000055

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				allowed for the management approach section from 15 to 20 pages to allow for adequate treatment of the additional requirements?	
36.	Section L.12(k), Section H.50 and Attachment J-5	Small Business Subcontracting Goals	L-12-13; H-66-69	The RFP requires offerors to commit to SB participation percentages without the additional discovery and diligence required to develop task order scopes of work. In consideration of the requirement to afford small businesses the "maximum practicable opportunity to participate" in this contract, will DOE please provide a list of existing subcontractors and their scopes of work under the current contract?	The list of existing subcontractors and their scopes of work under the current contract are SRR specific and is not available.
37.	Section H.14(b)	Adoption of Existing Business Systems	H-28-29	<p>Section H.14 (b) states, “... If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.”</p> <p><b>Question:</b> To enable offerors to prepare accurate transition cost estimates, will DOE please provide a list that describes the existing government-owned business systems (e.g., those used for Accounting; HR management and transitioning of incumbent labor, including PeopleSoft modules currently in use, applicant tracking, benefit plan management, performance management, reporting and analytics, employee self-service, training, time and attendance, and payroll; Procurement; Property; EVMS; etc.) that offerors may consider adopting from the incumbent contractor that are not listed in RFP Section J-8?</p>	The existing business systems referenced are contractor-owned, not Government-owned systems. Contractors will have their own programs in place to support the business systems or can consider adopting systems from the incumbent contractor.
38.	Section H.3 and H.8	Current SRR Employee Head Counts	H-5-7, H-21-23	To ensure Offerors staff appropriate resources during transition, will DOE please provide the breakdown of current SRR employee headcount by Exempt, Non-Exempt (SCA) Bargaining unit and/or Davis Bacon covered categories?	<p>There are 1024 exempt employees; 904 Non-Exempt; 2 Limited Services Employees; 140 Staff Augmented employees and 569 Craft employees for a total of 2,639 employees.</p> <p>Workforce reports can be found at: <a href="https://www.energy.gov/srs=workforce-reports">https://www.energy.gov/srs=workforce-reports</a> <a href="https://www.energy.gov/sites/prod/files/2020/09/f78/SRS%20Workforce%20Report%20-%20FY20%20Q3.pdf">https://www.energy.gov/sites/prod/files/2020/09/f78/SRS%20Workforce%20Report%20-%20FY20%20Q3.pdf</a></p>
39.	Section L.17(b)(5), Attachment L-6	DPLH Planning Basis	L-27-28	Please confirm that the Direct Productive Labor Hours (DPLH) reflected in Attachment L-6b represent an estimate of the total labor hours planned to be expended by the prime contractor in Fiscal Year 2022, regardless of whether the labor hours reflected for the various job titles represent direct vs. indirect (e.g. overhead) work, or employee vs. staff augmentation subcontractor effort. If these hours are associated with direct work effort provided by the prime contract only, please define the direct work being used as the planning basis for the hours reflected in Attachment L-6b as well as the indirect work excluded from the planning basis.	For proposal preparation purposes, the provided DPLH represents the anticipated total labor hours to accomplish FY 2022 work activity (prime and subcontract hours). All site work activities are covered by the provided DPLH and accounted for as direct costs to the awarded contract); therefore, there are no indirect labor hours associated with site work.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
40.	Section L.17(b)(5)	Indirect Rate Structure	L-27-28	<p>Section L.17(b)(5) states that the Offeror can apply additional indirect rates, such as for Labor Overhead and G&amp;A and that, if applied, supporting documentation and a detailed explanation shall be provided to fully disclose the indirect rate basis and applicability. To develop an overhead rate, an Offeror would need to have a more thorough understanding of existing financial considerations that would transition to the new entity. Will DOE please provide the following:</p> <ul style="list-style-type: none"> <li>- Current cost trends that could be evaluated with current contractor monthly cost performance reports</li> <li>- Staff augmentation support... please provide a breakout of how many of the DPLH provided in Attachment L-6(b) are associated with staff augmentation support</li> <li>- Current organization chart to help determine the crosswalk of employees into the new entity</li> <li>- Current annual non-labor costs associated with management and administration of offices, site facilities and infrastructure (i.e. staff augmentation, leases/rent, depreciation, maintenance, utilities, etc.); business software and maintenance; IT management, maintenance, and configuration; telecommunication expenses; office supplies/materials; insurances.</li> <li>- Comprehensive list of the government furnished property, equipment and items that the entity will assume after Transition including business and IT systems, equipment, and infrastructure</li> <li>- Comprehensive explanation of how existing business systems are designed and integrated to support operations?</li> </ul>	Indirect rates are based on the company structure and if indirect rates are required to be allocated, they will be based on anticipated or disclosed practices. DOE won't be providing any additional information and DOE believes the Offerors have enough information to build an indirect cost proposal.
41.	Section L, Attachment L-6(b)	Application of Overhead Rate		Assuming an indirect rate is determined using a portion of the DPLH provided for any particular labor resource reflected in Attachment L-6b, how does DOE want Offerors to reflect that rate in Attachment L-6b, which is organized to assume that an overhead rate would apply to all labor hours for any particular labor resource? Do Offerors have the flexibility to create new rows if necessary in the tabs for Attachment L-6b or does DOE prefer that Offerors use formulas to apply overhead to applicable portion of the hours represented in a row?	<p>There are no indirect costs related to DPLH hours.</p> <p>Indirect rates are based on the company structure and if indirect rates are required to be allocated based on anticipated or disclosed practices. DOE won't be providing any additional information and DOE believes the Offerors have enough information to build an indirect cost proposal.</p>
42.	Section L, Attachment L-9 Attachment J-7	T01-0048 TO Proposals	Att L-9, p. xi	Should the TO2 proposal be a transition deliverable and should the cost to develop the proposal be included as a scope element in the transition estimate?	Task Order 2 is expected to be a transition deliverable. The request for Task Order Proposal for Task Order 2 is expected to be provided and negotiated with the new contractor during the transition period.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
43.	Section H	Preexisting Conditions	n/a	Will DOE please consider adding the preexisting conditions clause (48 CFR § 970.5231-4) to Section H of the RFP?	The preexisting conditions clause (48 CFR§ 970.5231-4) will not be added to Section H of the RFP.
44.	Section L.4, L.16(b), L.17(b)(2) and Section J, Attachment J-13	Number of Task Orders	L-2, L-25-27	The number of contract types listed in Section L would indicate a number of task orders will be issued during the lifespan of the contract. Attachment J-13 indicates one liquid task order after the implementation phase to be updated every two to three years. With that being said, how may task orders should we expect over the duration of the contract? Can DOE provide a list of anticipated TOs beyond those listed in Section J?	A list of anticipated TO's beyond those listed is not available at this time.
45.	Section L.14(e)	Orals Schedule	L-19-22	According to the timeline in the RFP, orals are scheduled to start approximately December 21. Please confirm whether DOE intends to hold to this schedule or is it likely that the schedule will be extended to mid-January 2021? We recommend that the orals start no sooner than the week of January 11, with the first team delivering oral presentations January 12 to alleviate any potential conflicts.	The RFP will be amended (Amendment 002) to reflect revisions to the period for notification and commencement of the oral presentations.
46.	Section L Attachment L-9 and Section J-7, Attachment J-7	Graded Approach for Contract Requirements Plan	Att L-9, p. x; Att J-7, p. 12	Attachment L-9, Task Order 1: Transition, includes transition deliverable number TO1-42, Graded Approach for Contract Requirements Plan, that is due 30 days prior to the end of the transition. Attachment J-7, Contract Deliverables includes deliverable number 79, Graded Approach for Contract Requirements Plan for streamlined processes that is due within first 6 months of Task Order 3. A new contractor will not have the opportunity to develop a comprehensive Graded Approach for Contract Requirements Plan until taking over operations post-Transition. Will DOE please revise the RFP to establish a consistent due date for this deliverable as “within the first 6 months of Task Order 3?”	The RFP will be amended (Amendment 002) to delete deliverable TO1-42 from Task Order 1. There are no changes to Deliverable 79 in J-7.
47.	Section L.14(e)	Orals Logistics	L-19-21	Sections L.14(e)(1) and L.14(e)(4) state that Offerors may authorize one non-key personnel participant to provide IT support for oral presentations. However, no allowance is made for additional participants beyond IT personnel. Would DOE please consider allowing at least one additional support resource during the test day to address non-IT questions or requests by DOE to ensure a smooth orals process?	If DOE oral presentations are held in person, DOE will not allow any additional participants, other than the Key Personnel team. If oral presentations are held virtually, DOE will not allow any additional participants other than the IT person and the Key Personnel team.
48.	Section H.22	Responsible Corporate Official - Individual Signing the Performance Guarantee Agreement for the Parent Company(s)	H-46-47	According to Clause H.22: “The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-4 entitled, Performance Guarantee Agreement. The individual signing the Performance Guarantee Agreement for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and	As stated in DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (REVISED), “The individual signing the Performance Guarantee Agreement for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance.” This would also be applicable to LLC members.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
				<p>accountability for Contractor performance.” Clause H.21 also states: “The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-4.”</p> <p><b>Question 1:</b> In the case of offerors that are multi-member LLCs, is it a correct statement that the “Responsible Corporate Official” that signs each parent company's performance guarantee may be an individual with authority to sign on behalf of the respective LLC member organization?</p>	
49.	Section H.22	Responsible Corporate Official - Quarterly Report	H-47	<p>Clause H.22 states: “The Responsible Corporate Official shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review.”</p> <p><b>Question 2:</b> For Offerors that are multi-member LLCs, if each performance guarantee may be signed by a different individual with authority to sign on behalf of their respective member organizations, does the RFP contemplate that a single individual would serve as the “Responsible Corporate Official” for purposes of the quarterly report referenced above?</p>	The requirements of the Responsible Corporate Official(s) identified by the Offeror within DOE-H-2017 with respect to the quarterly report shall be consistent with the other requirements of the Responsible Corporate Official(s) as described within the same clause. The clause recognizes the potential for multiple Responsible Corporate Officials if there are multiple parent (or member) companies.
50.	Section B.2	Table B-1 Master IDIQ CLIN Structure	B-1	Please clarify why the Maximum Value of Services in Table B-1 is stated as \$21,000,000,000, when available funding appears to be approximately \$18,500,000,000.	This is an IDIQ contract. IDIQ contracts have an estimated ceiling that provides flexibility for scope and budget uncertainties. Additionally, as stated in B.6, actual funding is subject to Congressional and Departmental funding authorizations.
51.	Section B.6	Table B-2 Funding Profile	B-4	Please correct the math errors in Table B-2.	The RFP will be amended (Amendment 002) to include the correct funding table.
52.	Section M.2 and M.3	Evaluation factor - Key Personnel	M-2 and M-3	<p>Offerors are specifically disallowed from citing Key Personnel qualifications for PWS C.3 scope.</p> <p>In M-3 Evaluation Factor - Past Performance, the previous disallowance on past performance associated with C.3 has been deleted.</p> <p>This is a logical disconnect, and unnecessarily biases the past performance evaluation. Please clarify.</p>	There is no disconnect. DOE is asking potential Offerors not to include any dedicated non-required Key Persons for PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities because as stated in Section C 3, “Any Task Order(s) in support of C.3 scope is not anticipated to be issued before FY24 “. A dedicated non-required position is not necessary at this time. However, Offerors are not prohibited from providing key personnel under any positions that have Nuclear Materials Stabilization in their experience in a resume or including reference contracts that include Nuclear Materials Stabilization as part of the scope.
53.	Section J, Attachment J-10	IDIQ Labor Rate Schedule	J-10-1	Currently the acquisition implies that J-10 is filled out with the same information as contained in L.6(b). Please clarify the intended use of Attachment J-10; i.e., is it intended that this be used as binding/ceilings for labor rates for the duration of the contract, or that these rates are applicable only for FY22 and would be adjusted	The rates in J-10 are applicable only for FY22 and would be adjusted in negotiation for escalation and any indirect rate changes for subsequent task orders.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
				in negotiation for escalation and any indirect rate changes for subsequent task orders?	
54.	Section L.11	L.11 DOE-L.2002; L. 16	L-12 thru L-13	<p>Please clarify the Small Business Goals. L.11 DOE-L.2002, paragraph K Small Business Subcontracting Plan, indicates a goal of 50% of the total Subcontracting dollars, whereas L.16, Factor 3: Management Approach paragraph (c) indicates a SB goal of 18% of cumulative task order values. Depending on the total subcontracting dollars, the 18% of total contract requirement may not be consistent with the 50% of the total subcontracting dollar goal. Which goal should have the precedent in developing SB participation?</p>	<p>Both items are necessary for SB participation.</p> <p>As stated in L11 (k)(3), The Offeror shall establish separate small business subcontracting goals at the Task Order level (with the exception of the Transition Task Order) that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Offeror shall establish minimum goals for each small business category.</p> <p>Additionally, the proposed small business subcontracting goals shall be the percent of total subcontracted work specified in each TO in compliance with the Contractor’s Master SB Subcontracting Plan, the requirements of the Section H clause entitled, Subcontracted Work, and FAR 52.219-9. With each TO Proposal, the Contractor shall submit a revised Master SB Subcontracting Plan.</p> <p>The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 18% of the <u>cumulative value</u> of Task Orders, including subcontracting of meaningful work scope. Additionally, the 18% of cumulative value of task orders is a requirement versus a “goal” as required by FAR 52.219-1, Small Business Subcontracting Plan.</p> <p>Note: Evaluation of this factor is separate and distinct from the Small Business Subcontracting Plan. This information shall not contradict the Offeror’s Small Business Subcontracting Plan included in Volume I.</p>
55.	Section L.11	L.11 DOE-L.2002	L-12 thru L-13	<p>Please reconsider the Master Subcontracting Plan model requested for the ID/IQ level with goals at the task order (TO) level. In accordance with FAR 52.219-9 (b), a Contractor may establish a master plan on a division- or plant-wide basis. It does not appear to be a tool for ID/IQ contracts. Establishing goals at the TO level precludes reporting via the Federal Government SB reporting process, as the eSRS tool does not allow reporting at the task order level. TO reporting is an additional burden to both the Contractor and Government Agency responsible for the program.</p> <p>It is recommended that an Individual Subcontract Plan with respective goals be utilized at the ID/IQ level, in accordance with FAR 52.219-9. A Small Business Participation Plan may be required within each TO proposal to define SB participation at the TO level.</p>	DOE believes the requirements are appropriate as stated for IDIQ contacts.

SAVANNAH RIVER SITE (SRS) INTEGRATED MISSION COMPLETION CONTRACT (IMCC) – FINAL RFP, INDUSTRY Q and A  
SOLICITATION NO. 89303319REM000055

No.	RFP Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
56.	Section H.65	H.65 Organization Conflict of Interest - Affiliate(s)	76 of 83	<p>It appears this clause only applies to the New Corporate Entity /Joint Venture/Prime and NOT to the Named Teaming Subcontractor under FAR 9.601(2). Please confirm.</p> <p>However, if we are part of the New Corporate Entity /Joint Venture/Prime, Contracting Officer consent is required prior to placing an internal affiliate order/subcontract for reach back. Please confirm if this is correct.</p> <p>Additionally, what would the DOE CO require for this reach back approval?</p>	<p>This clause applies to the prime contractor and the partner companies.</p> <p>Yes, Contracting Officer consent would be required prior to placing an internal affiliate order/subcontract for reach back.</p> <p>The required information submittal would be the same information submitted required for the subcontract consent package.</p>
57.	Section L.10(f)(2)	L.10.f(2)		Regarding 11x17 pages, please confirm that said pages are counted as one page for large tables, charts, etc., regardless where they are used.	In accordance with L.10 (f) (2), “Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics” only and are counted as one page.
58.	Section L.11(h)	L.11(h) Facility Clearance Verification	L-11	<p>Re: solicitation text: "The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors...(1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror’s, JV/LLC member(s)’, and Teaming Subcontractor’s (if applicable) completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer’s affirmative FOCI determination."</p> <p>Please confirm our understanding that if we provide responses to the above three (3) items in our Volume I response for all Team members, no further action is required relative to the FOCI ESS submittal guidance that follows (including DEAR 952.204-73).</p>	<p>If a company is cleared, then all their information will already be in the e-FOCI System.</p> <p>Please note that each Offeror must also complete K.7 entitled “Certification Regarding Facility Clearance - Foreign Ownership, Control or Influence Information” regardless of whether or not the company is cleared.</p>
59.	Section L.12	L.12 DEAR 952.204-73 Facility Clearance	L.14 thru L.16	Will “Q” clearances be required for site personnel under this SOW?	Q clearances will be required for a limited number of site personnel.
60.	Section L.16	L.16 Proposal Preparation Instructions, Volume II – Management Approach	L-25	Given the volume of data requested for Factor 3, will the Government consider increasing the page limitation from 15 to 20 pages?	DOE will not increase the page limitation. DOE has determined the 15 pages allowed for the Management Approach factor to be sufficient.
61.	Section L.15(g)	Proposal Preparation Instructions, Volume II - Past Performance; Terminated Contracts	L-24	Offerors may be party to numerous contracts with DOE that include conditional fee and incentive fee provisions. There are many reasons why a company under such clauses would not get paid 100% of the available fee, is the intent that bidders disclose all such actions? Such a disclosure would be extremely burdensome on the bidders and on DOE to review.	As written in the RFP, the intent of the proposal instruction is not for the Offeror to list instances where 100% of available fee wasn’t earned, but is rather referring to conditional payment of fee actions as described in the DEAR.